

EL 827 314 821

Practitioner's Docket No. SST/1197

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Toback, Alex S.

Application No.: 09/634,908

Group No.: 3635

Filed: August 9, 2000

Examiner: Varner, S.

For: SELF-DRILLING, SELF-ANCHORING FASTENER FOR CONCRETE

EL 967 947 524

Assistant Commissioner for Patents
Washington, D.C. 20231

STATEMENT UNDER 37 C.F.R. section 3.73(b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

1. The assignee(s) of the entire right, title and interest hereby seek(s) to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

2. Name of assignee: Simpson Strong-Tie Company, Inc.
Type of assignee: Corporation

PERSON AUTHORIZED TO SIGN

3. Name of person authorized to sign on behalf of assignee: Stephen B. Lamson

CERTIFICATION UNDER 37 C.F.R. sections 1.8(a) and 1.10*
(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

- ☐ deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

37 C.F.R. section 1.8(a)

37 C.F.R. section 1.10*

- ☐ with sufficient postage as first class mail.

- ☐ as "Express Mail Post Office to Address"
Mailing Label No. _____ (mandatory)

TRANSMISSION

- ☐ transmitted by facsimile to the Patent and Trademark Office.

Date: _____

Signature _____

(type or print name of person certifying)

***WARNING:** Each paper or fee filed by "Express Mail" must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. section 1.10(b).
"Since the filing of correspondence under [section] 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

(Statement under 37 C.F.R. section 3.73(b) Establishing Right of Assignee to Take Action--page 1 of 1) 3/14/02

EL 827 314 821

Title of person authorized to sign: President

I, the person signing below, state that I am empowered to sign this statement on behalf of the assignee.

BASIS OF ASSIGNEE'S INTEREST

Ownership by the assignee is established as follows:

A. Assignments (document) separately being submitted for recordal herewith.

1. Document entitled: ASSIGNMENT

From: Alex S. Toback
To: Toback & Associates LLC
Of: Provisional Patent Application 60/170,689
Inventor: Alex S. Toback
Executed: January 10, 2002

2. Document entitled: IN THE UNITED STATES PATENT OFFICE ASSIGNMENT TOBACK & ASSOCIATES LLC TO SIMPSON STRONG-TIE COMPANY, INC.

From: Alex S. Toback
To: Toback & Associates LLC
From: Toback & Associates LLC
To: Simpson Strong-Tie Company, Inc.
Of: Provisional Patent Application 60/170,689
Non-provisional Patent Application 09/634,908
Inventor: Alex S. Toback
Executed: January 10, 2002

B. Assignments (document) already recorded:

1. Document entitled: ASSIGNMENT

From: Alex S. Toback
To: Toback & Associates LLC
Of: Non-Provisional Patent Application 09/634,908
Inventor: Alex S. Toback
The assignment was filed concurrently with the application.
Executed: August 7, 2000
Recorded: 1/25/2001 Reel: 011464 Frame: 0467

967947524

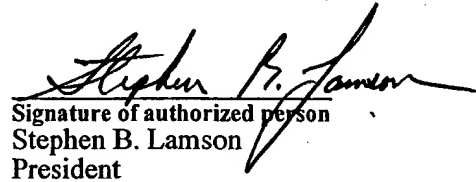
COPIES OF DOCUMENTS IN CHAIN OF TITLE

Copies of the assignment(s) or other document(s) in the chain of title are attached as follows:

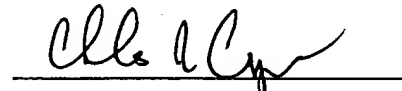
A1

A2

B1


Signature of authorized person
Stephen B. Lamson
President

Date: March 11, 2002


Charles R. Cypher
Registration No. 41694
Law Offices of James R. Cypher
405 14th Street, Suite 1607
Oakland, CA 94612-2747
510-832 4111
Customer No. 498

967947524

PATENTS ONLY

Patent and Trademark Office

Tab settings

EL 8 7 31 4 8 2 1

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Alex S. Toback

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Toback & Associates LLC

Internal Address:

Street Address: 106 South Street

City: West Hartford State: CT ZIP: 06110-1961

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: January 10, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/634,908 CRL 3/14/02
60/170,609

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles R. Cypher

Internal Address:

Street Address: 405 14th Street, Suite 1607

City: Oakland State: CA ZIP: 94612

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed Check no. 8238

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles R. Cypher

Name of Person Signing

Signature

March 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

EL 827 31 4 8 2 1

Attorney Docket: METALT/107/US

ASSIGNMENT

WHEREAS, I, Alex S. Toback, residing at 65 Fox Chase Lane, West Hartford, Connecticut 06117 have invented new and useful improvements in

CONCRETE FASTENER

for which I have made application for Letters Patent of the United States, which a Provisional Patent Application was filed on December 14, 1999, under Serial No. 60/170,689; and

WHEREAS, Toback & Associates LLC, a Connecticut corporation, having a place of business at 106 South Street, West Hartford, Connecticut 06110-1961, is desirous of acquiring the entire right, title and interest in and to said improvements and any Letters Patent which may be granted thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One (1) Dollar to me in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, I, the said Alex S. Toback, sell, assign and transfer to Toback & Associates LLC, its successors and assigns (hereinafter called "Assignee"), the entire right, title and interest in and to said improvements and in and to any Letters Patent which may be obtained thereon in the United States and in all countries foreign thereto, together with said application and all divisional, continuing, substitute, renewal, reissue, and other applications for Letters Patent which have been or may be filed on said improvements in the United States or any other country; the same to be held and enjoyed by the Assignee for its and their sole use and behoof; and I do hereby further assign to the Assignee the right to file applications for patent in all countries on said improvements and all rights of priority resulting from any application for Letters Patent filed on said improvements.


I hereby authorize and request the Commissioner of Patents and Trademarks to issue all Letters Patent of the United States on said improvements to the Assignee.

I further covenant and agree that when requested by the Assignee, and without further consideration, but at the cost and expense of the Assignee, I will, for any and all countries, execute and deliver all applications for patent on said improvements, execute all lawful oaths and other papers, supply to the Assignee all facts and evidence known to me relating to said improvements and the history and development thereof, testify in all interferences, suits, and other legal proceedings, and generally do everything rightful which the Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper patent protection for said improvements and for vesting the title to said improvements in the Assignee.

EL 827314821

I further covenant that I have the lawful right to assign the interest in said improvements in the manner and form as herein expressed and that the interests herein conveyed are free from prior assignment, grant, mortgage, license, or other encumbrance whatsoever.


IN WITNESS WHEREOF, I have hereunto set my hand and seal as of and for this 10th day of January, 2002.


Alex S. TOBACK

State of Connecticut)
County of Hartford) ss: Rocky Hill

On this 10th day of January, 2002, before me personally appeared Alex S. Toback, who acknowledged that he signed the within instrument and that he executed the same as his own free act and deed.

Date ~~Commission Expires~~:


Notary Public
Commissioner of the Superior Court.

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇐ ⇐ ⇐ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Toback & Associates LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 10, 2002

2. Name and address of receiving party(ies):

Name: Simpson Strong-Tie Company, Inc.

Internal Address: _____

Street Address: 4120 Dublin Boulevard, Suite 400

City: Dublin State: CA ZIP: 94568

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/634,908

60/170,689

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

967947524

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles R. Cypher

Internal Address: _____

Street Address: 405 14th Street, Suite 1607

City: Oakland State: CA ZIP: 94612

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41) \$ 40.00 + 40.00

- ☒ Enclosed Check no. 8238
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles R. Cypher
Name of Person Signing

Signature

March 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

EL 827314821

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

TOBACK & ASSOCIATES LLC TO SIMPSON STRONG-TIE COMPANY, INC.

1. WHEREAS, ALEX S. TOBACK, a citizen of the United States of America, residing in West Hartford, CT has made an invention, filed a provisional patent application in the United States Patent and Trademark Office based thereon, entitled CONCRETE FASTENER, on December 14, 1999, said application having received Application No. 60/170,689 and being also identified by Attorney's docket No. METALT/107/US, and also filed a non-provisional patent application for Letters Patent of the United States of America based thereon, entitled SELF-DRILLING, SELF-ANCHORING FASTENER FOR CONCRETE, on August 9, 2000, said application having received Application No. 09/634,908 and claiming priority of said provisional application;

2. WHEREAS, ALEX S. TOBACK has sold, assigned and transferred unto TOBACK & ASSOCIATES LLC (ASSIGNOR), its successors and assigns, the entire right, title and interest in and to said invention, said provisional application and said non-provisional application, and in and to any division, continuation or continuation-in-part, of said application, and in and to any and all Letters Patent and reissues and extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise) which have been or may be granted on any of the foregoing; to be held and enjoyed as fully and exclusively as they would have been by Alex S. Toback had the assignment and transfer not been made;

3. WHEREAS, TOBACK & ASSOCIATES LLC (ASSIGNOR), a Limited Liability Company of Connecticut, having its principal office at 106 South Street, West Hartford 06110 is the sole and exclusive owner, of said invention, said provisional application and said

EL 967 947 524

non-provisional application for Letters Patent of the United States of America;

4. WHEREAS, SIMPSON STRONG-TIE COMPANY, INC. (ASSIGNEE), a corporation of California having its principal office at 4120 Dublin Boulevard, Suite 400, Dublin, CA 94568 is desirous of acquiring the entire right, title and interest in, to and under said invention, said provisional application and said non-provisional application and any patents domestic or foreign to be obtained therefor;

5. NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR by these presents does sell, assign, and transfer unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said invention, said provisional application and said non-provisional application and in and to any division, continuation or continuation-in-part, of said non-provisional application, and in and to any and all Letters Patent and reissues and extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise) which have been or may be granted on any of the foregoing; the same to be held and enjoyed by said ASSIGNEE, for its own use and behoof, and for its legal representatives and assigns, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

6. ASSIGNOR and Alex S. Toback hereby covenant that no assignment, sale agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale, and ASSIGNOR and Alex S. Toback further covenant that TOBACK & ASSOCIATES LLC (ASSIGNOR), its successors and assigns, hold the entire right, title and interest in and to said invention, said provisional application and said non-provisional application, and in and to any division, continuation or continuation-in-part, of said application, and in and to any and all Letters Patent and reissues and extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent in

EL 967 947 524

foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise) which have been or may be granted on any of the foregoing;

7. ASSIGNOR and Alex S. Toback hereby covenant that no license to make, use or sell the subject matter of said invention, said provisional application, said non-provisional application or any patents domestic or foreign that may be obtained therefor, express or implied has been or will be made or entered into with an individual or entity other than said ASSIGNEE.

8. ASSIGNOR does further agree for itself and for its successors, assigns, and nominees, and Alex S. Toback does further agree for himself and for his heirs, executors and administrators, that they will, upon ASSIGNEE's request, promptly provide ASSIGNEE its successors, assigns, and nominees, all pertinent facts, embodiments and documents relating to said invention, said non-provisional application and said application and legal equivalents as may be known and accessible and will testify as to the same in any interference or litigation related thereto.

9. ASSIGNOR does further agree for itself and for its successors, assigns, and nominees, and Alex S. Toback does further agree for himself and for his heirs, executors and administrators, to promptly execute and deliver without further consideration but at the expense of ASSIGNEE, its successors, assigns, or nominees, to fully secure to ASSIGNEE, its successors, assigns, or nominees, any further applications, assignments, instruments, prototypes, samples, documents, declarations or affidavits, and to perform such other acts as are lawful and may be deemed necessary by the ASSIGNEE, its successors, assigns, or nominees, to fully secure to ASSIGNEE, its successors, assigns, or nominees, the interests as aforesaid.

10. ASSIGNOR and Alex S. Toback do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent which may be granted upon any of the said applications, to ASSIGNEE, as the assignee of the entire interest therein.

EL 967 947 524

Executed, this 10th day of January, 200~~0~~² by: **EL 827 314 821**

TOBACK & ASSOCIATES LLC

Signed: 
Title: President

Executed, this 10th day of January, 200~~0~~² by:

ALEX S. TOBACK

Signed: 

EL 967 947 524

CERTIFICATE OF ACKNOWLEDGMENT


State of Connecticut

County of Hartford

On January 10, 2002 before me, personally appeared
Alex S. Toback

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
Commissioner of the Superior Court

EL 827314821



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 09, 2001

PTAS



101601115A

ALIX, YALE & RISTAS, LLP
GUY D. YALE, ESQ.
750 MAIN STREET
HARTFORD, CT 06103-2721

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

967947524

RECORDATION DATE: 01/25/2001

REEL/FRAME: 011464/0467
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
TOBACK, ALEX S.

DOC DATE: 08/07/2000

ASSIGNEE:
TOBACK & ASSOCIATES
106 SOUTH STREET
WEST HARTFORD, CONNECTICUT

06110-1961

SERIAL NUMBER: 09634908
PATENT NUMBER:

FILING DATE: 08/09/2000
ISSUE DATE:

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

EL 827 314 821

Attorney Docket: TOB/101/US**ASSIGNMENT**

WHEREAS, I, Alex S. Toback, residing at 65 Fox Chase Lane, West Hartford, Connecticut 06117 have invented new and useful improvements in

SELF-DRILLING, SELF-ANCHORING FASTENER FOR CONCRETE

for which I am making application for Letters Patent of the United States, which application was executed by me on the 2 day of August, 2000; and

WHEREAS, Toback & Associates LLC, a Connecticut Corporation, having a place of business at 106 South Street, West Hartford, Connecticut 06110-1961, is desirous of acquiring the entire right, title and interest in and to said improvements and any Letters Patent which may be granted thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One (1) Dollar to me in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, I, the said Alex S. Toback, sell, assign and transfer to Toback & Associates LLC, its successors and assigns (hereinafter called "Assignee"), the entire right, title and interest in and to said improvements and in and to any Letters Patent which may be obtained thereon in the United States and in all countries foreign thereto, together with said application and all divisional, continuing, substitute, renewal, reissue, and other applications for Letters Patent which have been or may be filed on said improvements in the United States or any other country; the same to be held and enjoyed by the Assignee for its and their sole use and behoof; and I do hereby further assign to the Assignee the right to file applications for patent in all countries on said improvements and all rights of priority resulting from any application for Letters Patent filed on said improvements.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue all Letters Patent of the United States on said improvements to the Assignee.

EL595704955US

